



Submitted via eplanning.blm.gov

October 13, 2025

State Director Melanie Barnes

Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, NM 87508

RE: Pecos District Office Supplemental Analysis of leases challenged in *WildEarth Guardians v. Bernhardt*, 1:19-cv-00505 (D.N.M.), 20-2146 (10th Cir.), *WildEarth Guardians v. Bernhardt*, 20-cv-0056 (D.D.C.) and *WildEarth Guardians v. Bernhardt*, 21-cv-0175 Supplemental Environmental Assessment, DOI-BLM-NM-P000-2025-0002-EA

Dear State Director Barnes:

Western Energy Alliance (the Alliance) submits these comments on the Bureau of Land Management's (BLM) draft Supplemental Environmental Assessment (Draft EA), DOI-BLM-NM-P0000-2025-0002, in accordance with 43 C.F.R. § 3120.42(b).

The Alliance represents member companies operating in New Mexico, who are most directly and substantially impacted by BLM's decision-making for the Draft EA. Our members have a profound interest in pursuing orderly development and achieving maximum recovery of oil and natural gas, while attaining the highest environmental benefit.

The Alliance disputes plaintiffs' assertions in *WildEarth Guardians v. Bernhardt*, 1:19-cv00505 (D.N.M.), 20-2146 (10th Cir.), *WildEarth Guardians v. Bernhardt*,

20-cv-0056 (D.D.C.), and *WildEarth Guardians v. Bernhardt*, 21-cv-0175 (D.D.C.) *Wilderness Society et al. v. DOI et al.*, No. 1:22-cv-1871 (CRC)(D.D.C.) that the initial EAs covered by the Draft EA did not comply with the National Environmental Policy Act (NEPA). However, the Alliance appreciates the opportunity to comment on BLM's additional analysis and agrees that it conforms with NEPA.

In submitting these comments, the Alliance incorporates any comments filed on the underlying and prior EAs.

General Overview of Comments

BLM complied with NEPA regarding additional analysis regarding the impacts of the decision on air quality and greenhouse gases and climate change. BLM's EA relies on data that, in its own expertise, it has determined will inform its decision. Further, its conclusions are within BLM's discretion. The Alliance urges BLM to proceed with the proposed action to affirm BLM's decisions.

Comments

A. Governing NEPA Law

BLM is correct that the BLM's NEPA obligations do not include a duty to conduct speculative and unhelpful analyses of potential effects of downstream actions that may produce emissions, including the transportation, processing, and refining of oil and gas produced from federal minerals. Nor is BLM required to conduct an analysis of the "cumulative effects" of its leasing decisions.

BLM "possesses no regulatory authority" over the midstream transportation, downstream processing, or end-use combustion of oil and gas produced on federal lands. *Seven Cnty. Infrastructure Coal. v. Eagle Cnty.*, 145 S. Ct. 1497, 1516 (2025). These intervening processes are "separate in time or place" from production, and "[o]ther agencies possess authority to regulate those separate projects and their environmental effects." *Id.* BLM has no regulatory authority over what happens to oil and gas once it leaves BLM land, and the midstream, downstream, and end-use environmental effects of such oil and gas are so attenuated from oil and gas production on the 32 subject leases to "break[] the chain of proximate causation." *Id.*

Although GHG emissions may be a "foreseeable" effect of oil and gas leasing, "that does not mean that those effects are relevant to the agency's decision-

making process or that it is reasonable to hold the agency responsible for those effects.” *Id.* BLM is therefore not required to analyze downstream GHG emissions or the environmental impacts therefrom. Case law that suggests otherwise is subject to *Seven County’s* “course correction.” *Id.* at 1510, 1514. NEPA therefore does not require BLM to consider the climate effects of emissions with only an attenuated causal relationship to oil and gas production on federally managed land.

To the extent that CEQ regulations previously obligated BLM to conduct “cumulative” effects analysis under NEPA, that is no longer the case. Cases supporting this obligation relied on CEQ regulations that are no longer in force. *See, e.g., Diné CARE v. Bernhardt*, 923 F.3d 831, 851 (10th Cir. 2019); 90 Fed. Reg. 10,610. Thus, while the Alliance supports BLM’s analysis, it disputes that such analysis is required under NEPA.

B. The Draft EA Complies with NEPA in Analyzing the Reasonably Foreseeable Effects of the Proposed Action on Air Quality

The Draft EA exceeds BLM’s NEPA obligations by analyzing reasonably foreseeable effects of projected development on PM10, PM2.5, VOC, Nox, CO, SO2 and Total HAPs. It also reasonably includes and incorporates National Emissions Inventory analyses from the Air Resources Technical Report.

In addition, BLM is entitled to deference regarding what facts are relevant to BLM’s decision in analyzing air quality. *Seven Cnty.*, 145 S. Ct. at 1512.

C. The Draft EA Complies with NEPA in Analyzing the Reasonably Foreseeable Effects of the Proposed Action on Greenhouse Gas Emissions

The Draft EA complies with NEPA by analyzing foreseeable direct and cumulative impacts of greenhouse gas emissions from the proposed action. The Draft EA accurately acknowledges that incremental impacts from a proposed management action cannot be accurately translated into potential global or localized climate effects specific to the action. Draft EA at 35. The Draft EA provides projected emissions from the proposed action by modeling reasonably foreseeable development scenarios and relying on past actual oil and gas development analyses and available information on existing development within the State, and contextualizes those emissions with modeled emissions that have been shown to have a definitive or quantifiable contribution to cumulative GHG

levels. It incorporates a full discussion of BLM oil and gas leasing actions and methodologies in the 2023 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends (the Annual GHG Report) and incorporates the 2024 Air Technical Resources Report. Draft EA at 35. It then calculates annual (max and average year), and life-of-leases estimate for 575 wells and compares to other common activities that create GHG, passenger vehicles, etc. and to federal fossil fuel authorization emissions in state and federal using the EPA GHG equivalency calculator. Draft EA at 38-39. BLM also provided life-of-lease estimates and placed those in context with federal fossil fuel emissions at the state and federal levels. Draft EA at 37.

It further analyzes cumulative effects through reliance on the Annual GHG Report's forecasting of GHG emissions from this and other BLM fossil fuel authorizations, including 30-year life-of-lease actions over all federal oil and gas activities. *Id.* 41-42.

The Draft EA also reasonably explains that carbon budgets are not helpful to BLM's analysis of its decision to offer parcels for lease because no federal agency carbon budget has been established, and there is no consensus on how to allocate global budgets to individual nations and incorporating the Annual GHG report's conclusions regarding the same.

The Draft EA's analysis is consistent with NEPA analyses upheld by courts by relying on annual GHG report's estimate of foreseeable short-term and projected long-term GHG emissions from activities on BLM federal mineral estate. See *WildEarth Guardians v. Jewell*, 738 F.3d 298, 309-10 (D.C. Cir. 2013); *WildEarth Guardians v. Zinke*, 368 F. Supp. 3d 41, 77 (D.D.C. 2019); *Dakota Res. Council v. United States DOI*, No. 22-cv-1853 (CRC), 2024 U.S. Dist. LEXIS 51013, at *38 (D.D.C. Mar. 22, 2024). Thus, the Draft EA complies (and exceeds) BLM's obligations under NEPA.

The Alliance requests that BLM explain the scope of the analysis it conducted and reported on in Annual GHG Report (BLM2025b) more thoroughly. Although the Draft EA appropriately incorporates the Annual GHG Report as an integral part of the analysis (see Draft EA at 35), further reference would make the Draft EA even more legally defensible. In the Annual GHG Report at Section 4.2, BLM described past and present climate impacts detailed by the Intergovernmental Panel on Climate Change (IPCC), including decreases in snow and ice, rising sea levels, and increased concentrations of greenhouse gases.

Moreover, in the Annual GHG Report, BLM provided an overview of climate impacts within states where the BLM conducts most of its fossil fuel authorizations, including Colorado, Montana, North Dakota, New Mexico, Utah, and Wyoming. Annual GHG Report, Section 4.4. These impacts included trends and data regarding temperatures and precipitation and drought for each state. *Id.* Similarly, BLM provided an overview of forecasted future climate change trends and climate change projections by state. *Id.*

Similarly, the Supplemental EA should further explain that BLM also relied upon an extensively detailed analysis of air quality based on modeling and monitoring data, titled “BLM Air Resources Technical Report for Oil and Gas Development in New Mexico, Oklahoma, Texas, and Kansas (2023).” Although incorporated in the EA (Draft EA at 101) BLM should highlight that this technical report included analysis of direct GHG emissions from oil and gas well development. This extensive technical report detailed reasonably foreseeable GHG emissions from the BLM New Mexico Pecos District where the lease parcels at issue from the Lease Sale EA are located. The report also detailed cumulative GHG emissions by region and by state, including New Mexico, and analyzed global climate change projections.

In addition, BLM should also consider citing to the State of New Mexico’s Greenhouse Gas Emissions Inventory (2021) and Forecast (2030-2050), December 2024 (revised September 2025) (available here: <https://www.env.nm.gov/climate-change-bureau/greenhouse-gas-emissions-inventories/>)

Conclusion

Based on the Draft EA, the Alliance requests that BLM select a Modified Proposed Action to affirm the leasing decisions. Finally, to minimize litigation risk BLM should provide at least 30 days for the public to file a protest. See *W. Watersheds Project v. Zinke*, 441 F.Supp.3d 1042 (D. Idaho 2020); *Mont. Wildlife Fed’n v. Haaland*, 127 F.4th 1, 52 (9th Cir. 2025).

Thank you for your time and consideration. Please do not hesitate to reach out to me with any questions.

¹ Also referenced at 10-15, 18, 20, 22, 25, 27-31, 33 and Appendix B.

Pecos District Office Supplemental Analysis

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Sincerely,

A handwritten signature in black ink, appearing to read 'MS', with a long horizontal flourish extending to the right.

**Melissa Simpson
President
Western Energy Alliance**

A handwritten signature in purple ink, reading 'Missi Currier' in a cursive script.

**Missi Currier, PhD
President
New Mexico Oil & Gas Association**